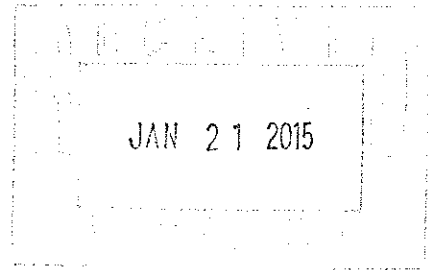


**\*\*\* CORRECTED VERSION \*\*\***

KAREN MICHELE ROZIER  
7957 DAHLIA CIRCLE  
BUENA PARK, CA 90620  
(410) 458-3772  
*In Pro Per*



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re: RESIDENTIAL CAPITAL, LLC. *et al.*,  
Debtors.

Case No. 12-12020 (MG)

Assigned for all purposes to: Judge Martin Glenn

Jointly Administered

**CLAIMANT KAREN MICHELE ROZIER'S NOTICE  
OF MOTION AND MOTION FOR  
RECONSIDERATION; MEMORANDUM OF  
POINTS AND AUTHORITIES**

**TO THE HONORABLE MARTIN GLENN UNITED STATES BANKRUPTCY JUDGE AND ALL INTERESTED  
PARTIES AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE THAT Karen Michele Rozier ("Claimant") respectfully moves the court pursuant to Rule 3008 of the Federal Rules of Bankruptcy Procedure and 11 U.S.C. § 502(j) for reconsideration of the Memorandum Opinion and Order Sustaining THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO THE CLAIMS FILED BY KAREN MICHELE ROZIER issued on December 22, 2014. That order was delivered to Claimant's home at 5 p.m Christmas Eve, addressed to the unknown party KAREN MICHELLE ROZIER. With that ORDER, the court sustained all but one of Debtor's objections,

1 overruling the Debtor's objections to Claimant's allegations of UCL. Despite the court overruling  
2 Debtor's objection and sustaining Claimant's claims, Claimant's claim was still denied. As a matter of  
3 law, the fact that the court overruled Debtors' objection to Claimants UCL-claim entitles Claimant to  
4 restitution. Other material issues of fact as well as mistakes in law in the court's 44- page order also  
5 render the order against public policy, a true and correct copy of the order attached hereto as **EXHIBIT 1**.

6 A reconsidered claim may be allowed according to the equities of the case. Motions for  
7 reconsideration are reviewed under Federal Rule of Civil Procedure 59 which is made applicable to  
8 bankruptcy proceedings pursuant to Federal Rule of Bankruptcy Procedure 9023. In relevant part, Rule  
9 59 allows a party to seek an order altering or amending a judgment within 28 days of the issuance of the  
10 judgment. See Fed. R. Civ. P. 59(b). Under Rule 9023, "reconsideration is proper "to correct a clear error  
11 of law or prevent manifest injustice." Munafo v. Metro Transp. Auth., 381 F.3d 99, 105 (2d Cir. 2004)  
12 (internal citations omitted). Rozier requested a seven days extension of time to file due to the Debtor's  
13 failure to serve her the ORDER. Debtor mailed the order to the unknown person KAREN MICHELLE  
14 ROZIER instead of to Claimant, Karen Michele Rozier. A true and correct copy of Claimant's Certificate of  
15 No Service is attached hereto as **EXHIBIT 2**. This request is timely filed.

16 In support of this motion, Claimant relies on the Motion and accompanying Memorandum of  
17 Points and Authorities. As explained in the memorandum, the Court's decision was based on clear error  
18 of facts and interpretation of California law. For this reason, Claimant respectfully requests that this  
19 motion be granted and (1) Claimant requests that the Court revoke the Order and **OVERRULE** the  
20 Objection in its entirety and **SUSTAIN** Claimant's Objections and Motions to Strike the declarations of  
21 Deanna Horst and Yaron Shaham.

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**LIST OF EXHIBITS**

- Exhibit 1      Order Under Appeal **\*\* NEW \*\***
- Exhibit 2      Affidavit of No Service **\*\* NEW \*\***
- Exhibit 3      CFPB complaint
- Exhibit 4      MERS Announcement **\*\* NEW \*\***
- Exhibit 5      Bank records **\*\* NEW \*\***
- Exhibit 6      Notices **\*\* NEW \*\***
- Exhibit 7      Acknowledgement
- Exhibit 8      fraudulent signatures **\*\* NEW \*\***
- Exhibit 9      Joseph Lyons declaration/ Mini Ali
- Exhibit 10      Letter dated March 31, 2006 **\*\* NEW \*\***
- Exhibit 11      Notice of Default dated 3/4/2008
- Exhibit 12      Ocwen letter **\*\* NEW \*\***
- Attachment 1: Speech **\*\* NEW \*\***

**I. PRELIMINARY STATEMENT**

Karen Michele Rozier's ("Claimant") Proof of Claim Nos. 4738 and 5632 ("Proof of Claims") filed prior to the applicable deadline, assert claims against GMAC Mortgage, LLC ("GMACM") and Executive Trustee Services, LLC dba ETS, LLC arising from events that occurred prior to Debtors' bankruptcy filing. Claimant amended her claims were to include post-petition allegations against Debtors and Residential Funding Company, Attorney-in-Fact. Her litigation against Debtors' in California was automatically stayed due to the Debtors' Chapter 11 Bankruptcy but Debtors continued to propound Discovery requests against Claimant in the California litigation, an abuse of judicial process, and unfair business practice, and with the intent to prevent Claimant from asserting her rights against Debtors successors-in-interests and agents. Debtors abuse of Discovery forced Claimant to dismiss the Debtor from the California litigation after amending the New York bankruptcy claim to incorporate their post-petition wrongful and damaging behavior.

Accordingly, Claimant's Proof of Claims was supported by all of the evidence she submitted and not just the third amended complaint, and included all of the allegations in the complaints, the IFR complaints, the complaints to the Consumer Financial Protection Bureau and all other documents filed with her complaint. The Court incorrectly focused only on those items where Debtor objected and ignored the items where Debtor did not object. Allegations specifically mentioned in Rozier's claims but not objected to by Debtor included:

- Unclean Hands
- Violation of RESPA
- Fraudulent Concealment

- Violation of Fair Credit and Reporting Act
  - Predatory Lending
  - Conspiracy to Commit Fraud
  - All allegations included in Consumer Financial Protection Bureau complaint 120918-000231. A true and correct copy of these allegations is attached hereto as EXHIBIT 3.
- Debtors' did not refute these allegations and the Court did not include these events in its consideration.

Rozier is a person, an individual, not a corporation. She has no clone. The Court is being unreasonable when it infers that she has not suffered any damage that can be directly related to Debtors wrongful conduct. For the Court to infer that any Pro Se individual could litigate against all of the players – MERS, WMC, Rescap, BOA and US Bank, and their team of great lawyers from the top law firms in the world, is unreasonable. For the Court to imply that Rozier could do it and continue in her role as a missile engineer is preposterous, despite her genius IQ. Based on her education and experience, Rozier has concluded that the biggest threat to national security is the fleecing of America by the banks. Rozier first shared her thoughts on this subject at the Naval Sea Systems Command, Corona, California in 2004 with her Martin Luther King Day speech, ***"Let's Make America What It Ought to Be"***, which is recorded and in the Navy's database. A true and correct copy of that speech is attached hereto as Attachment (1)<sup>1</sup>.

---

<sup>1</sup> Of note, Rozier wrote "Do not fight this senseless race war with your neighbor over pennies. Fight racism. For while we fight amongst ourselves to become thousandaires, billions are being stolen from the public trust. Corporate greed and political corruption are robbing our nation's piggy bank.

1 Claimant respectfully requests reconsideration of the **Memorandum Opinion and Order**  
2 **Sustaining THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO THE CLAIMS FILED BY KAREN**  
3 **MICHELE ROZIER** issued on December 22, 2014.

4 **II. DISCUSSION**

5 Rule 9023 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") incorporates  
6 Rule 59 of the Federal Rules of Civil Procedure (the "FRCP"), which regulates motions for amendment of  
7 a judgment. *See* FED. R. BANKR. P. 9023; FED R. CIV. P. 59. Additionally, Bankruptcy Rule 9024  
8 incorporates FRCP Rule 60, which establishes the grounds for granting relief from a final order. *See* FED.  
9 R. BANKR. P. 9023; FED R. CIV. P. 60. FRCP 60 provides that a court may grant relief from an order for a  
10 clerical mistake or for "mistake, inadvertence, surprise, excusable neglect," newly-discovered evidence,  
11 fraud, misrepresentation, misconduct, where the order is void or has been satisfied, released, or  
12 discharged or "is no longer equitable, or for any other reason that justifies relief" from the order. FED.  
13 R. CIV. P. 60(a)–(b).

14 **III. CLAIMANT'S ANALYSIS OF THE COURT'S DECISION**

15 **A. BACKGROUND**

16 Familiarity of the facts of the case is not assumed due to major errors in the court's opinion. Rozier will  
17 endeavor not to rehash all the facts and arguments, but when Rozier thoroughly explains things she is  
18 admonished for the size of her filings; when she condenses things she is punished for failing to argue the  
19 point. Rozier respectfully requests the Court's patience in advance.

1       A. *Procedural History*

2       Claimant did not file the claims on the same date as the Court writes in its Opinion, and since the  
3       law is about specificity, Rozier is quite concerned that the Court would gloss over such an easily  
4       ascertainable fact. Claimant filed her claims on two different dates, not on the same date as  
5       indicated by the Court's order. Claim 4738 against GMACM was filed first. Claim 5632 against ETS  
6       dated 11/12/2012 was filed a few days later.

7       B. *Factual Background*

8       1. Rozier's Loan History

9       Court's Version

- 10       - The Court claims that WMC notified Rozier because it failed to provide her with a TILA.  
11       That is untrue. WMC provided her with a TILA at the time of the December 2005 closing,  
12       but it was an incorrect TILA. When WMC provided the correct TILA, Rozier, a genius,  
13       analyzed the loan was a bad deal and promptly rescinded. The Court shows it bias by  
14       pretending that the lender was correcting an omission when in fact it was correctly a  
15       materially false TILA. Rozier contends that if the Lender had provided the correct TILA in  
16       Dec 2005, she would not have entered into the loan.
- 17       - The Court is correct that "Mortgage Electronic Registration Systems" was named as the  
18       beneficiary. The court failed to rule on whether or not MERS was legally operating in  
19       California on that date. Rozier alleges that MERS was not in that it had no registered  
20       agent in the state of California. In its Announcement Number 2009-05 dated August 10,



1 2009 – long after Rozier formally accused them of such, MERS admitted that it had no  
2 legal agent for Proof of Service in the State of California, which is a requisite to conduct  
3 business in the state of California. A true and correct copy is attached hereto as **EXHIBIT 4**.  
4 Claimant believes the Court ruled in error when it decided that an entity that was not  
legally registered in the state could conduct business in the state.

- 5 - The Court discusses the modification but glosses over the three prior failed attempts to  
6 modify the loan. These attempts show a pattern –Rozier signed new notes and  
7 modification in good faith. WMC called backed and admitted they made errors. Rozier  
8 rescinded transaction and they started again. Rozier provided evidence that this  
9 happened twice in March and again in May, which resulted in her signing a new note on  
or about June 1, 2006.
- 10 - The Court claims that Rozier was alerted to fraud based on “alleged discrepancies among  
11 serial numbers that appear on Loan documents”, accepting Debtor’s version instead of  
12 the evidence. Rozier was clear that she was alerted to the fraud when she noticed (1)  
13 Debtor’s referring to the rescinded note instead of the valid note, and (2) her name  
14 spelled incorrectly on a notarized document. Rozier did not track loan numbers until  
15 years after the litigation but repeatedly complained about her name being forged and  
her signature forged. The Court was completely silent in its 44-page answer over Rozier’s  
allegation, accepting Horst’s version of what Rozier said in violation of hearsay rules.
- 16 - The Court accepts Debtor’s contention that Rozier started sending letters to Debtors  
17 after “failed attempts”. Rozier filed documents with the Court that was sent to the  
18 lender MONTHS before the so-called work-out attempts. Clearly the Court did not rely on

1 the evidence submitted by Rozier but rather the Cliff Notes filed by Debtors. Rozier was  
2 entitled for the Court to consider her version of events and facts, but the Court ORDER  
3 omits all evidence favorable to Claimant while including versions of events devoid of  
4 evidence, favorable to Debtors. For instance, the Court went so far as to accept  
5 immaterial documentation (the March 2013 assignment "mistakenly" filed by Horst  
6 which purported to transfer interests between BOA and US Bank) when Rozier filed the  
actual assignment between BOA and US Bank.

- Rozier disputes all representations by the court that her 2006 rescission was improper  
7 for the reasons set forth below. Additionally, The United States Supreme Court recently  
8 ruled in that ALL a homeowner is required to do to in order to rescind a loan within the  
9 three-year period is to write a letter. [*Jesinoski ET UX. V. COUNTRYWIDE HOME LOANS,*  
10 *INC., et al, January 13, 2015*] As such, Debtors assertion that there was "no basis to  
11 conclude that there were any errors in her file to warrant rescission" is contrary to law  
12 and can not be considered as a defense against Rozier's rescission. Rozier's had the right  
13 to rescind and did rescind and no waiver of rescission rights was legally allowed as  
discussed below.

- The Court claimed that Westwood Associates was the "trustee" and that MERS assigned  
14 the "trustee" duties to Debtor ETS in March 2008. The Court, in the same paragraph,  
15 then claims that a year after giving up its interest as trustee, Westwood Associates  
16 transferred those interests to Bank of America. The Court should reconsider its position<sup>2</sup>.

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17  
18 <sup>2</sup> According to the alleged Servicer Ocwen, in a letter dated March 12, 2013, Severson and Werson, co-  
19 counsel for Debtors, wrote on behalf of Ocwen, "MERS assigned the beneficial interest in the subject Deed of  
20

- 1 - Rozier disputes that anything was legally transferred to Ocwen. Rozier alleges that  
2 Ocwen is a criminal enterprise trying to bury the crimes of its predecessors, but that is  
3 immaterial to these proceedings.
- 4 - Finally, as if Rescap agents wrote the ORDER itself, the Court writes that "On March 25,  
5 2013, GMACM transferred all beneficial interests and rights in the Deed of Trust to U.S.  
6 Bank, successor in interest to BOA," which is **MATERIALLY FALSE**. In a footnote, the court  
7 claims the assignment was recorded on January 13, 2012, as though it is legal to record  
8 assignment 14-months before actually assigning the document. It is not. The undisputed  
9 truth is that Horst submitted the March 2013 document and it had nothing to do with  
10 this case. Rozier claimed Horst committed perjury and was deliberately misleading the  
11 Court. Horst admitted the March 2013 document had nothing to do with the Rozier  
12 matter and the Court accepted her admission at face value. The court then elected to  
13 rely on that alleged event, the false document, the one submitted in mistake. The Court's  
14 opinion is basically based on that March 2013 document being valid.

15 Actual Events

16 Claimant was quite flush when she was approached by WMC and encouraged to sign a  
17 new note less than six months after she had signed her existing notes. According to the lender's  
18 records, Claimant's six month average deposit was \$23,540.96. Also according to the lender's  
19 records, Claimant's monthly Overage was \$6,427.02. [See EXHIBIT 5. Loan Records Supplied by

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20 *Trust to Bank of America ... on or about March 2, 2011.*" [See Exhibit 12] This contradicts the Court's position  
21 that Westwood assigned the **TRUSTEE** interests to Bank of America.

1 Debtor Counsel] Despite the fact that Claimant was not a hardship case and also was a full  
2 documentation case, Claimant, an African American female, was placed into a predatory high  
3 interest product with a steep prepayment penalty. When the lender gave Claimant the option of  
4 rescinding the loan, Claimant completed an analysis of the events and wrote the lender back. At  
5 the time and long before knowledge about LIBOR manipulation was common, Claimant wrote  
6 lender and expressed concerns about LIBOR in writing. Claimant presented the Court with  
7 evidence of that communication but the Court omitted that fact in the discussion about the  
8 reasons for Claimant's initial rescission. Claimant attempted to rescind the loan again within the  
9 three-year period but GMACM Attorney David Hagens wrongfully denied her request.

10 At the time of the initial transaction, Claimant didn't need the money. Claimant didn't  
11 want the money. Claimant saw the problems with the LIBOR loan. Claimant rescinded and  
12 offered WMC all of its money back and demanded to be placed in her original position. WMC  
13 failed to comply with federal and state law, thus making the Dec 2005 note a nullity. Once it  
14 became a nullity, there was NOTHING that could be done to make it legal again. Debtors were  
15 informed of the problem and Claimant offered to resolve the discrepancy, but only if they solved  
16 the problem instead of trying to hide it by modifying a nullity. The Court is incorrect with its  
17 decision that Claimant was required to tender amounts in May 2006 and thus obligated to  
18 modify the null note. Claimant did everything legally correct and the Court is wrong to accept the  
19 Trust's version of events, a version contrary to law as discussed herein.

## 20 2. Rozier's Litigation History

1 In its discussion, the Court makes the following errors or material omission, which  
2 demonstrates bias for the Debtors:

- 3 1) The Court incorrectly stated that Rozier claimed that Debtor GMAMC was illegally  
4 conducting business<sup>3</sup>. In Rozier's Third Amended Complaint against MERS and Debtors  
5 GMACM, Rozier wrote: "*MERS is presently suspended in the state of California under  
6 order number C2416221, and its Agents for Service of Process resigned on 3/25/2009.*"  
7 Rozier did point out the incontrovertible fact that Debtor was suspended in California for  
8 the period June 7-15, 2007 and that Debtor was ordered to suspend foreclosure in  
9 judicial states for providing misleading documents in foreclosure cases. In short,  
10 Claimant did not accuse Debtors of operating illegally. The state of California suspended  
11 them in 2007 and all of the judicial states accused them in 2010, but Claimant did not  
12 accuse them. Claimants' third amended complaint was quite clear when it accused  
13 MERS, so the Court's representation to the contrary is quite upsetting in light of the  
14 other "mistakes" the Court makes to assist Debtors.  
15 2) The Court writes that the federal case was dismissed without prejudice after Rozier failed  
16 to file an opposition, but neglected to point out that the federal court dismissed the case  
17 before said Opposition was due. [See Rozier Case SA CV09-0961-DOC, page 6, first two  
18 paragraphs] Rozier tried to correct the Court's error but because she is Pro Se, the  
19 federal court ignored her demand to reverse its premature dismissal on a technicality. As

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20 <sup>3</sup> Rozier also accused ETS of fraudulent concealment due to its relationship with GMACM and failure to  
21 properly register. Rozier also pointed out that Debtor GMACM was SUSPENDED in California during the  
period it claimed it acquired the loan and the Court failed to consider Rozier's evidence or arguments.

1 the Court recalls, Rozier initiated that case when Debtors issued a faulty Notice of  
2 Default. Rozier did not appeal the federal order as Debtors rescinded the NOD, thus  
3 making her demand that they rescind the NOD moot<sup>4</sup>.

4 3) The Court jumps right into the September 27, 2012 litigation as though it was an  
5 extension of the 2008 litigation when in fact it was not. The ORDER as written could lead  
6 the reader to infer that the 2012 litigation was unprovoked. As the Court is well aware,  
7 the 2012 litigation was precipitated by the September 24, 2014 foreclosure. The Court's  
8 omission of this material event shows bias towards the Debtors by making Rozier appear  
9 litigious and unreasonable.

10 4) The Court likewise leaves out the fact that Debtors reversed the foreclosure on October  
11 4, 2012. Rozier amended the complaint solely because Debtors reversed the foreclosure.  
12 Rozier alleges that the rescission was also defective as the Debtors committed perjury  
13 when describing the reasons for the rescission.

14 5) Rozier disputes every allegation uttered by Shaham as set forth in her Motion to Strike.

15 6) In another clear example of bias, the Court discussed the February 5, 2013 temporary  
16 restraining order issued for David Rozier. The Court was painfully silent on the  
17 incontrovertible fact that the same court issued a Preliminary Injunction on February 4,  
18 2013 and that Debtors attempted to violate that injunction, which is why David Rozier

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19 <sup>4</sup> At the time, Rozier accused the Court of being biased towards lawyers and against pro se litigants. The  
20 Court claims it does not show favoritism, but its actions belie its words. The Court shows favoritism every  
21 time it respects the lawyer's time more than the laypersons, which the Court does by allowing lawyers to  
move to the front of the calendar. The Court also shows bias when it holds Pro Se litigants to strict  
compliance with procedures while allowing lawyers to take shortcuts.

1 felt the need to get the TRO. Claimant provided the Court with evidence of the injunction  
2 and the sale, but the Court ignored that evidence in favor of the Shaham declaration.  
3 Despite the injunction on 2/4/ 2013 and TRO of 2/5/2013, Debtors used the United  
4 States Postal Service to notify Claimant that it had scheduled sales of her home on the  
following eight (8) dates, a true and correct copy of the notices provided as EXHIBIT 6:

- 5 - 2/6/2013
- 6 - 2/22/2013
- 7 - 3/1/2013
- 8 - 3/13/2013
- 9 - 4/1/2013
- 10 - 4/2/2013
- 11 - 4/9/2013
- 12 - 4/25/2013

13 7) The mere act of scheduling the sale violated the TRO. Claimant repeatedly sent Debtors  
14 copies of the court orders and Debtors repeatedly vexed Claimant by scheduling sales.

15 8) The Court is incorrect when it claims that Rozier "received permission" to file a third  
16 amended complaint against U.S. Bank. Rozier was ordered to sue US Bank in name only  
17 but prohibited from making any allegations against U.S. Bank for its specific bad acts.  
18 Rozier strenuously objected to that order. Rozier has appealed that Court order as well.

19 9) The Court was also silent on Debtors abuse of Discovery in the California litigation. The  
20 Court is correct that Rozier sued Debtors in California and that Debtors invoked and were  
21 granted Stay Protection. Rozier provided the Court with evidence that after invoking stay

1 protection, Debtors GMACM began harassing Rozier in the California litigation with  
2 frivolous filings and abuse of Discovery. The Court ignored Debtors' bad acts, showing  
3 bias<sup>5</sup>. If there are no consequences for breaking laws, then Claimant is wasting her time  
4 with the Courts.

### 3. *Rozier's Bankruptcy Case*

5 The Court omits certain crucial details, including the fraudulent declaration by GMACM  
6 employee Joseph Lyons, supported by Mini Ali<sup>6</sup>. Rozier also provided evidence that Jeffrey  
7 Stephens and Judy Faber committed fraud, but the court only selected one named GMAC agents  
8 – the temporary agent Latina Dawn who now works as a cook in a small Texas church. The Court  
9 showed biased by focusing on the behavior of the GMACM temporary employee while ignoring  
10 the false declarations submitted by Debtors' permanent employees.

### 4. *Rozier's Claims*

11 The Court omits the request for additional information by Debtor and Claimant's  
12 amendments filed in July in response to Debtor's demand. As discussed in her claims, Debtor's  
13 sought bankruptcy protection for their pre-bankruptcy acts and Claimant filed a claim of  
14 \$666,000 PLUS PUNITIVE DAMAGES for those acts. Debtors continue to engage in illegal behavior  
15 after their bankruptcy and relief from stay. Claimant sued Debtors in California for the post-stay  
16 relief efforts, and the California court granted them bankruptcy protection leaving Claimant will

---

17 <sup>5</sup> If there are no consequences for breaking laws, then Claimant is wasting her time with the Courts.

18 <sup>6</sup> The Court also failed to address this false declaration in the Court's discussion on fraud.



1 no legal recourse except to amend her claim. That amendment was filed in response to Debtor's  
2 demands and Debtors did not timely object. Claimant demands the entire amount.

3 *5. Rozier's Prior Motions Before the Court*

4 The Court addressed Rozier's allegations that it was colluding with Debtors but failed to admit  
5 that Rozier was correct when she claimed that her documents were being filed days after they  
6 were accepted by the Court<sup>7</sup>. The Court corrected its ORDER DENYING KAREN MICHELE ROZIER'S  
7 MOTION TO STRIKE dated June 5, 2014. In that ORDER, the Court accused Rozier of filing a  
8 Motion to Strike "the same day" the Trust's objected to her motion for reconsideration, as it did  
9 in the flawed Order subject of this request. Rozier pointed out that she filed her Motion to Strike  
10 in May, that the Court received it in May, and that the Court did not file it until June. The Court  
11 corrected its mistake and ordered Rozier to stop bothering it. Here comes the Court again  
12 accusing Rozier of filing her Motion to Strike "the same day", committing the same error at  
13 Rozier's expense. The order of events was:

14 May 22, 2014: Rozier files **Certificate of No Opposition** to inform the Court that Debtor  
15 failed to oppose her request. Rozier electronically served all parties. That Notice was not  
16 recorded in the system until June 9, 2014. The Court gave no explanation for the delay.

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17 <sup>7</sup> On Friday Jan 15, Rozier spoke with Court staff to ascertain why her Certificate of No Service does not  
18 appear in the system. According to the Clerk, she has not received that document, which was MAILED  
19 December 31, 2014 – weeks ago. Claimant has left messages with the Administrator responsible for sending  
20 items to the Court, but no one has yet responded. As it stands, Claimant must file this request on shortened  
21 notice since the Court has not received her timely filed request for more time.

1 May 23, 2014: After being served with Rozier's Certificate of No Objection, the very  
2 next day Debtors filed an Objection.

3 June 2, 2014 Court denies Rozier's request, citing Debtor's late filed objection.

4 June 2, 2014 Prior to receiving the Court's order which was issued the same day,  
5 Rozier properly asked the Court to Strike the Trust's objection on the grounds that it  
6 failed to timely object. The Court basically called Rozier a liar, again, as it is doing here.

7 June 9, 2014 After Rozier continued to complain including contacting the Clerk's office  
8 directly, the Clerk finally filed the Certificate of No Objection after Rozier threatened to  
9 sue the Clerk for the face amount of this claim.

10 At some point later, Claimant objected to the Court's June 5, 2014 and the Court  
11 corrected it. At the same time, the Court directed the Clerk to not accept any more documents  
12 from Claimant. Almost immediately, the Debtors file a motion to estimate claims and submitted  
13 one Michael Talerico as an expert. Despite the Court's order to not file any more documents,  
14 Claimant objected to the Trust's request as her hundred-million dollar claim was mentioned.  
15 Claimant also objected to Talerico as an expert. Talerico was rejected as an expert and Debtors  
16 withdrew its motion. Claimant has not been compensated for the time it took her to expose  
17 Debtors attempt to defraud the Court with Michael Talerico. Claimant performed a Public Service  
18 and deserves compensation, not derision.

19 Instead of compensation, here the Court is again conveniently ignoring all facts favorable  
20 to Claimant's case. Claimant acknowledges that she inadvertently reclassified the claim as  
21

1 Administrative in response to Debtors' notification. As Claimant is a Pro Se litigant and was  
2 responding to a court notice, she prays the Court grant her as much leniency for her innocent  
3 mistake as it granted Deanna Horst for her mistake. Claimant's mistake was innocent. Ms. Horst  
4 "mistake" under penalty of perjury was far from innocent and the court erroneously relied on  
5 her "mistake" when issuing its decision, as discussed below. Claimant is entitled to such relief as  
6 a matter of equity and fairness.

7 *C. The Objection*

8 Claimant does not object to the Court's characterization of the Trust's arguments though she  
9 disagrees with the Trust's arguments.

10 *D. The Oppositions and Motions to Strike*

11 Claimant objects to the Court's summary of her arguments and points out crucial omissions:

- 12 1) Rozier contends fraud in the original loan and provided evidence of her name being  
13 misspelled. A true and correct copy of that acknowledgement is attached hereto as  
14 **EXHIBIT 7**. Rozier also contends her signature was forged in furtherance of Debtors'  
15 crimes. Attached hereto as **EXHIBIT 8** are true and correct copies of other instances of  
16 fraud in the original purported loans. These documents were produced as part of the  
17 California action and were part of Debtor's records. The signatures on these documents  
18 are not Rozier's and Rozier did not authorize anyone to sign her name.

- 1 2) Rozier contends wrongful foreclosure based, upon other things, the fact that Bank of  
2 America transferred whatever interests it thought it owned nine (9) months prior to the  
3 foreclosure yet on the Trustee Deed Upon Sale, BOA represented otherwise.
- 4 3) In her Motions to Strike, Rozier did not make baseless accusations but provided actual  
5 documents which were submitted under penalty of perjury by Debtors' agent and  
6 demonstrated that certain statements were false. These included a declaration filed by  
7 Yaron Shaham on October 3, 2014 clearly meant to misrepresent to the Court that  
8 Rozier's appeal had been dismissed when the appeal is still active. This was filed with  
9 Rozier's supplemental and the Court failed to address the perjury, which is a felony<sup>8</sup>. It  
10 also included the Declaration of Mini Ali submitted by Debtor employee Joseph Lyons.  
11 [EXHIBIT 9] Rozier contended that Debtor committed fraud upon the bankruptcy court to  
12 make it appear her property was upside down by falsely claiming it was half its size and  
13 value. Debtors were granted relief based on the misrepresentation that, if they had a  
14 valid loan that the loan was not covered by the value of the home. The truth is and has  
15 always been that Rozier's home is worth more than Debtors' imagined encumbrance.
- 16 4) Claimant provided the Court with a copy of her rescission of the security clearance  
17 required for her job as a missile engineer and that rescission specifically mentions her  
18

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16  
17 <sup>8</sup> New York state claims that it requires lawyers to file foreclosures under penalty of perjury and that this new  
18 requirement had helped stave the illegal foreclosures in the state. If the truth is that the Court is only  
19 bringing perjury charges against individuals and not lawyers associated with large law firms, then America is  
20 lost.  
21

1 bankruptcy and litigation<sup>9</sup>. The Court is being disingenuous when it pretends as though  
2 bankruptcy and foreclosure would not impact Claimant's ability to obtain a TOP SECRET  
3 security clearance, a process that began in 2003. Also, Claimant showed that it was  
4 Rescap's premature and wrongful 2008 Notice of Default which caused her 2008  
5 bankruptcy. Unless the Court is suggesting that Claimant seek another employer in need  
6 of her missile engineering skills, the Court should admit that this litigation harmed  
7 Claimant's ability to pursue her chosen career in this country, and that it was Debtors'  
8 cover-up of the wrongful acts that forced Claimant to pursue these claims. If the Court is  
9 suggesting that I leave my chosen field, then the Court is suggesting I leave the country. I  
10 have earned the right to be a rocket scientist and Debtors stole that from me. Either  
11 Debtors should be forced to compensate me, or I should be allowed to market my missile  
12 engineering skills during a time of war to the highest bidder with no repercussion from  
13 America since it is the Judicial Branch encouraging me to take my missile engineering and  
14 manufacturing skills elsewhere or be poor. That appears to be the choices this Court  
15 Order implies<sup>10</sup>.

16 *E. The Reply and Strike Objection*

17 Claimant does not object to the Court's characterization of the Trust's arguments though she  
18 disagrees with the Trust's arguments.

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19 <sup>9</sup> Rozier's foreign interests were also mentioned. Claimant owns property in Mexico, but would have sold the  
20 property at a loss if necessary to be America's chief air-to-ground missile engineer.

21 <sup>10</sup> I choose not to be poor.

1        **B.        DISCUSSION**

2        **A.    Motions to Strike**

3        In Claimant's opinion, the court is abusing its discretion to favor the Debtors when the court  
4        should be unbiased. The Court was asked to decide which the lesser evil was: a pro se litigant  
5        invoking the wrong rule or trained, experienced litigants using false and perjured statements to  
6        deny Claimant of money owed. The Court concluded that the Debtors' false declarations under  
7        penalty of perjury were more acceptable than Claimant's procedural defect and Claimant feels  
8        this was an abuse of discretion. Moreover, the Court's ruling does not reflect Claimant's  
9        accusations. Claimant did not merely accuse Shaham and Horst of providing an inconsistent  
10       declaration compared to other declarations. Claimant accused both parties of filing false  
11       declarations inconsistent with the **TRUTH**. Worse, even after Horst admitted that she filed a  
12       materially false document, the court relied on the **WRONG** document to base its decision,  
13       namely the March 2013 recorded document which Rozier objected to and Horst admitted was  
14       filed in error. The Court effectively *rewarded* Horst and Debtors for filing a false document totally  
15       unrelated to the case, a document which clearly confused the Court. The Court did not refer to  
16       Debtor's response using any of the derogatory terms the Court reserves for Pro Se litigants<sup>11</sup> but  
17       is very forgiving of the sins of the Trust or its agents.

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18       <sup>11</sup> In my opinion, the entire Judicial Branch is broken and corrupted. The spate of cops killing unarmed people  
19       and raping women on the side of the road is merely a symptom of the general contempt the Judicial Branch  
20       has for the common citizen. It will sadden me to see war in our streets, but it will not surprise me. With  
21       every biased ruling against common decency and for big profits, the Courts further align themselves from the  
citizenry and therefore, deserve the citizenry's contempt. That is my very biased opinion, of course.

1 As for the Shaham Motion to Strike, Claimant filed a supplemental which demonstrated the  
2 extent of Mr. Shaham's arrogance – his October 3, 2014 declaration swearing to one false point,  
3 under penalty of perjury in a federal proceeding. He declared that U.S. Bank was no longer a  
4 party to the California appeal knowing full well that the California Appeals court had not yet  
5 ruled on his company's Motion to Dismiss. He was both premature and incorrect as the Court  
6 ruled against him and that Appeal remains active. The New York Opinion is silent on this.

7 **Claimant respectfully requests the court reweigh everything including the effect the**  
8 **incorrect documents submitted by Horst had in its ruling.** Clearly the false allegation that Bank  
9 of America transferred its interest to U.S. Bank **BEFORE** Rescap foreclosed in the name of Bank  
10 of America is material to Claimant's wrongful foreclosure claims despite the Court's incorrect  
11 interpretation. ***Despite the Court's assertion otherwise<sup>12</sup>, the January 2012 transfer between***  
12 ***the parties was the gravamen of the wrongful foreclosure lawsuit<sup>13</sup>.***

#### 13 **B. Standing**

14 <sup>12</sup> In its ORDER, the Court incorrectly concluded that the gravamen of the 2012 wrongful foreclosure claim  
15 was about the rescinded note. The Court relied on the falsely presented evidence that the transfer from BOA  
16 to USB occurred in March 2013 when in fact, if anything was ever transferred, that transfer occurred in Jan  
17 2012.

18 <sup>13</sup> The California action is not about the rescinded 2008 note at all, despite the Court's best attempt to  
19 portray it as such. In Plaintiff's Third Amended Complaint in the count on Wrongful Foreclosure, Claimant  
20 writes about the fact that only the Lender can foreclosure and that BoA was not the lender by virtue of the  
21 Jan 2012 transfer, and (2) the initial Notice of Default was defective because Rozier made her last payment in  
February 2008 and ETS prematurely issued the NOD a few days later. The Court was silent on Rozier's words  
but instead accepted Debtor's interpretation of Rozier's word, an interpretation favorable to Debtor but  
devoid from reality or what was filed with the Court.

1 It appears the New York Court is writing that since the Trustee, James Joseph, has been  
2 negligent in his duties throughout Rozier's bankruptcy, that she has no recourse. Claimant did  
3 not select the U.S. Trustee. Rather, he is appointed by the same Court that is bending over  
4 backwards to help the Debtors. If this is the Court's ruling, Claimant will pursue legal remedies  
5 against the U.S. Trustee for his failure to perform.

6 However, that being written, the Court was incorrect to rely on the conversion as Claimant  
7 appealed not only the relief from stay, but also the conversion to Chapter 7. Claimant argued  
8 that the conversion was based on fraud – the fraud committed by Rescap and U.S. Bank when  
9 they fraudulently led the California bankruptcy court into believing her 4,206 square foot home  
10 was only 2,096 and underwater when in fact it was not. As the Debtors misrepresentation was  
11 the sole reason for the conversion, Claimant argues that she is not a Chapter 7 Debtor. As the  
12 order converting her to Chapter 7 is under appeal, the Court could conclude that Debtors and US  
13 Bank committed fraud and place Rozier back into Chapter 13. Claimant respectfully requests the  
14 Court revisit its decision on Standing.

15 It appears the Court and Debtors are agreeing that Claimant has standing to sue for the post-  
16 January 12, 2012 acts, which include but are not limited filing fraudulent documents in her  
17 bankruptcy<sup>14</sup>, the Wrongful Foreclosure, the attempted constructive eviction, the fraud, the  
18

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19 <sup>14</sup> If the Court wants laypeople to respect the Court, it should try putting its Court officers in jail for lying  
20 every now and then. As it currently stands, the Court appears to only put its enemies in jail for lying under  
21 penalty of perjury. Mini Ali has yet to go to jail for (1) using a false name, (2) making material false  
statements about the size of my home, (3) accepting money to so a job she was either not qualified to  
perform or chose to perform, i.e. fraud. Rescap knew the information was incorrect and allowed the false  
information to be filed in a federal proceeding. If the New York Court is now saying that "cutting corners is



1 violation s of the court injunction and restraining order, the abuse of Discovery in the California  
2 litigation/ harassment, and all other allegations included in Claimant's claims.

3 **C. Claims Objections**

4 The Court discussed the framework which it intended to follow, but did not follow it. For  
5 example, Claimant was quite clear about the fraud upon the bankruptcy court by Debtor  
6 employee Joseph Lyons. Rozier provide his false filing and the Mini Ali declaration – when it was  
7 submitted, to whom, by whom, and for what purposes. Clearly the document was false as  
8 Claimant's property was 4,206 square feet in 2006 and remains identical to the 2006 appraisal,  
9 yet Debtors claimed under penalty of perjury the property was half that size. Debtors profited  
10 from their fraudulent act and Claimant was harmed. Under Common Law and Law of Equity, she  
11 is entitled to relief.

12 The Court discusses plausibility and possibility. The Court, in its opinion, seems to be stating  
13 that it is not *plausible* that Debtors and its predecessors, successors and agents (1) made  
14 mistakes in the loan underwriting process; (2) made mistakes in the assignment of loans; (3)  
15 made mistakes in initiating foreclosures; (4) made mistakes in working with homeowners; (5)  
16 generated false paperwork and backdated paperwork to support contested foreclosure actions;  
17 (6) filed false and misleading documents in litigation across the country and in Claimant's  
18 particular cases specifically. Those actions are not only plausible but in fact happened, so

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19 allowed" and that the "ends justify the means", then the Court is wrong, in my opinion. Strict compliance  
20 means strict compliance.

1 Claimant respectfully requests the Court clarify what it means when it indicates that Debtor(s)  
2 and its agents were not actively engaged in fraudulent activity with respect to the alleged Rozier  
3 loan, property, accounts, and all legal activity between Rozier and Debtors and its agents.

4 Finally, while the Court claimed it was construing Claimant's pleadings liberally, its  
5 writing indicates that Claimant is being held to the highest standard. The Court ignored most  
6 evidence favorable to Claimant and interpreted all questionable evidence in Debtors' favor. The  
7 made critical mistakes in Debtors favor as discussed below. In doing so, the court showed bias.

8 **D. Rozier's Claim**

9 General Discussion

10 The Court discussed the shifting burden of proof between Claimant and Debtor with respect to  
11 contested proofs of claims, but seems to have neglected the shifting burden between Plaintiff and  
12 Defendant in litigation. Although the Court was correct when it wrote that Claimant had voluntarily  
13 dismissed Debtor from the California action, the court relied on the California complaint when issuing its  
14 decision. Since the Court relied on the complaint, the Court needed to apply a different test when  
15 reviewing Debtors' responses to Claimant's complaint. A Court must "assum[e] all well-pleaded,  
16 nonconclusory factual allegations in the complaint to be true" (citing *Ashcroft v. Iqbal*, 556 U.S. at 678).  
17 The Court accepted the ResCap Trust's defenses as truth instead, which was a mistake. The Court claims  
18 that it gave Claimant additional opportunity to refute the Trust's general allegations which is not the  
19 same as litigating Plaintiff/ Claimant' complaint. There were material questions of fact in controversy  
20 and the Court ruled using the tests favorable to Debtors as opposed to the test favorable to Plaintiffs. In

1 doing so, the Court abused its discretion by accepting Defendant Debtors defenses as true, which is the  
2 opposite of what Ashcroft states.

3 1. *Wrongful Foreclosure –*

4 In its Opinion, the Court states that the “*gravamen of her wrongful foreclosure claim is that*  
5 *she validly rescinded her Note on February, 2006.*” The Court relied on the contested declaration  
6 of Deanna Horst instead of the Claimant’s actual complaint. In her TAC, Count (4) Wrongful  
7 Foreclosure, Claimant alleged that (1) On September 24, 2014, BANA had no interest in the  
8 subject property and was not the “Foreclosing Beneficiary” as stated in the recorded document  
9 (TAC. [para 156]; (2) that Debtor GMACM’s employee Joseph Lyons made a material  
10 misrepresentation to the California bankruptcy court regarding Rozier’s loan repayment history  
11 and the rescinded March 2008 Notice of Default [TAC. paras 162, 163] **Though it is material, not**  
12 **once is the note rescission mentioned in the section on wrongful foreclosure in Claimant’s TAC**  
13 **so she doesn’t understand how the Court could read her complaint and reach that conclusion.**  
14 Also, given that Debtors rescinded the foreclosure days after Claimant sued them, clearly  
15 mistakes were made in their foreclosure. Claimant reiterates that she was harmed emotionally,  
16 financially and physically as a result of Debtor’s arrogance after committing its wrongful  
17 foreclosure of September 2012. Therefore, the Court was mistaken when it concluded that  
18 Rozier’s 2012 wrongful foreclosure claim was focused on the rescinded note as that is not what  
19 Rozier alleges in her complaint.

20 Additionally, the Court accepts the Trust’s interpretation of *Ramsey* without recognizing  
21 the distinct and fatal difference. *In re Ramsey*, the Ramsey event took place two days later. As

1 such, the lender still had the option of demanding tender. In the Rozier case, the original lender  
2 WMC had no such right to demand tender<sup>15</sup>. The Trust was incorrect when it stated as fact that  
3 Rozier and WMC agreed in 2006 that any tender was required. As the Court correctly points out,  
4 WMC did not respond to Rozier's rescission until May 5, 2006, which is well outside the 20-day  
5 window. California law is quite clear about the lender waiving his right to tender by failing to  
6 respond after 20-days as is federal law, notably 11 U.S.C. SEC 1635(b). Additionally, the law is  
7 clear that rescission rights can not be waived unless there is an emergency and Rozier was no  
8 financial emergency. On March 31, 2006 Rozier's attorney of record informed WMC of the  
9 requirements of the law, which can not be waived. A true and correct copy of that letter  
10 is attached hereto as EXHIBIT 10.

11 Rozier provided the California law and has established that after the third iteration of  
12 Modification of Note, WMC finally had her sign a new note and Rozier provided the Court with  
13 copies of the March attempts to modify the note<sup>16</sup>. The December 2005 note was a nullity on the  
14 21<sup>st</sup> day. Rozier does not deny that she signed the May modification just as Rozier does not deny  
15 she signed the two March modification. Rozier asserts and the evidence suggests that WMC  
16 attempted multiple times to modify the note and that Rozier cooperated fully, and that WMC

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17 <sup>15</sup> The U.S. Supreme Court recently clarified homeowner requirements in order to rescind a loan. Claimant  
18 100% complied with the law and WMC did not. The Court clearly understands the law, so its interpretation of  
19 the law contrary to the Black letter law as written is most shocking.

20 <sup>16</sup> In her complaint, Rozier alleged that WMC or its assigns violated the terms of the Pooling and Servicing  
21 Agreement when assigning the rescinded note to the RAMP 2007RP1 trust. The Trust did not refute these  
allegations and the Court did not issue an opinion on the matter.

1 eventually agreed with Rozier's attorney and realized they had to sign a new note, which Rozier  
2 and WMC signed.

3 The Court is wrong to accept the word of a third party stranger [Horst declaration] over the  
4 word of a party to the transaction, Claimant. Claimant executed a new note. Claimant should not  
5 be penalized for WMC Mortgage's failure, but she should be compensated for the harm –  
6 emotional, financial, physical, and physiological, that Debtor's actions to hide the toxic note  
7 caused her. Debtors should have responded reasonably to Claimant instead of trying to force her  
8 to (1) admit to a rescinded note later uncovered to be based on fraud and forgery and (2) agree  
9 to be called 'Karen Michelle Rozier'. Debtor should not have refused her payments beginning in  
10 December 2007. Debtor should not have urged Claimant to go 90-days late and then punish her  
11 for refusing to do so. The February 2008 payment is evidence that Claimant elected to not go 90-  
12 days, i.e. doing everything in her power to keep her property safe from foreclosure and to pay  
13 what she thought was a valid debt<sup>17</sup>.

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13 <sup>17</sup> Rozier has submitted these documents to the court, which only responds to Debtor's evidence, even when  
14 the submission is clearly wholly unrelated to the matter. For instance, Debtor's claim and the Court based its  
15 ruling on an Assignment of Deed of Trust dated March 25, 2013 which purported to transfer interest from  
16 Bank of America to U.S. Bank months after the wrongful 2012 foreclosure. Although Horst withdrew the  
17 document when confronted with Rozier's Motion to Strike and accusations, the Court not only refused to  
18 punish Horst for this "mistake", but rewarded Debtors by treating the document as though it were valid. In  
19 fact, that document had nothing to do with this matter. The Court relied on this "evidence" by the Debtor to  
20 reach its conclusion that the foreclosure was correct. Had the Court relied on the proper Jan 2012  
21 substitution instead of the "mistakenly submitted one", the Court would have ruled the 2012 foreclosure was  
incorrect, i.e. wrong, i.e. wrongful. In short, Horst lied, the court forgave her and rewarded Debtor and now  
Claimant – the person not lying or making crucial errors, is being punished while the Court staff and Ms.  
Horst continue to be paid.

1 Finally, the Court writes in its opinion that "MERS" substituted ETS as trustee under a Deed  
2 of Trust on March 2008. Rozier provided evidence that "MERS" was illegally operating in  
3 California in 2008 and using two names – Mortgage Electronic Registration Systems, Inc and  
4 Mortgage Electronic Registration System, Inc. [EXHIBIT 11. Notice of Default dated 3/4/2008]  
5 Rozier also provided evidence that under that same Deed of Trust, the Trustee was identified as  
6 Westwood Associates. Therefore, if "MERS" legally substituted ETS as the trustee on March 4,  
2008 then Westwood Associates was no longer trustee and had no interest in the deed of trust.  
7 Accordingly, the Court has decided that on March 4, 2008 Westwood Associates was not the  
8 trustee by virtue of "MERS" assigning those duties to ETS. However, the Court also wrote in its  
9 ORDER that "On March 3, 2011, Westwood's interest as trustee under the Deed of Trust was  
10 assigned to BOA pursuant to the BOA assignment." Since Westwood had no interest as a result of  
11 the March 4, 2008 substitution to ETS, nothing was transferred to BOA<sup>18</sup>. Since nothing was  
12 transferred to BOA, clearly the April 2011 Notice of Default was also wrong. As such, the Trust  
13 has rebutted nothing and Rozier has made a prima facie case of Debtors' wrongdoing. Therefore,  
Claimant respectfully request the Court reconsider its ruling and **OVERRULE** the Trust's  
objections.

## 14 2. *Temporary and Permanent Injunction on Foreclosure*

15 <sup>18</sup> Either that or the March 2008 substitution was wrong, which means the March 2008 Notice of  
16 Default was wrong. As much of the Court's opinion is based on the March 2008 NOD being correct  
17 despite the incontrovertible evidence that the NOD was issued a few days after Claimant's February  
18 payment and while the funds will still in Debtor GMACM's account, in violation of California law. It is  
entirely plausible that documented violation of law was the impetus for Debtor rescinding the March  
NOD, and not the Debtor's sudden desire to negotiate as the Court's alludes. Given that Debtor in fact  
did not communicate once between the December 2009 rescission and the April 2011 NOD, the Court  
showed bias by accepting Debtor's version of events over Claimant's.

1 While Rozier concurs that Debtors have no legal interest in the subject property 7957  
2 Dahlia Circle in Buena Park, CA, she disagrees with the Court's ruling that her wrongful  
3 foreclosure claim is meritless for the reasons stated above. Additionally, the TAC does not  
4 request temporary and permanent injunction as a separate count so Claimant is confused why  
5 the Court addressed this issue rather than issues raised, such as the fraudulent Broker's Price  
6 Opinion or the forged document with Claimant's middle name misspelled.

6 3. *California Civil Code Section 2923.5*

7 Claimant did not sue Debtors for this violation in her TAC as a separate count. Also,  
8 Claimant believes the Court wrote the wrong date in line 4 of this paragraph as Claimant does  
9 not recall working with GMACM loss mitigation in September 2012. Claimant recalls getting her  
10 Congressman involved to stop Debtors counsel from harassing her, but does not recall working  
11 with Debtors loss mitigation.

12 The Court was correct when it concluded that Debtors in fact violated this law in 2008  
13 between December 1, 2007 – March 3, 2008. While Claimant might have been limited to the  
14 type of damages she could have collected for the wrongful act, she is not limited to also  
15 collecting for the subsequent harm caused by Debtors' denial of culpability. It's a shame the  
16 Court feels that although Rozier actively sued Debtors in state and federal court for this  
17 wrongdoing, that she is not entitled for any relief due to technicalities. Therefore, Claimant  
18 respectfully request the Court reconsider its ruling and OVERRULE the Trust's objections.

18 4. *California Civil Code Section 2923.6.*

1 Claimant did not sue Debtors for this violation in her TAC as a separate count. As Rozier  
2 recalls, she alleged that Debtor GMACM harassed her in September 2008 by sending her a bad  
3 faith loan offer pretending that it was a loan modification. Claimant believes that bad faith  
4 usurious offer was what the Trust alleged was some type of work-out offer. If that is the case,  
5 then Debtors did not comply with the requirements or intent of this section of code. Therefore,  
6 Claimant respectfully request the Court reconsider its ruling and OVERRULE the Trust's  
7 objections.

7 *5. California Civil Code Section 2924*

8 Claimant did not sue Debtors for this violation in her TAC as a separate count. For the  
9 reasons discussed herein, Claimant respectfully disagrees with the Court. The Court failed to  
10 address whether "MERS" was legally doing business in the state of California on December 23,  
11 2005. Rozier contends that they had no legal agent on the date her DOT was signed and that  
12 California law does not allow a new entity to assume the contract under those circumstances.  
13 There is no "Remington Steele" provision in California law that allows a third party to steal the  
14 identity of an incorrectly organized entity.

14 As per her previous allegations which were included in the original submittal, Rozier  
15 contends that the EXHIBIT 11 March 2008 NOD was part of a larger pattern of MERS defrauding  
16 millions of California homeowners using variants of the spelling of its name, a common ploy in  
17 identity theft. Rozier alleged that MERS failed to properly register in the state of California and  
18 was not authorized to be a party to the 2005 Deed of Trust or the 2008 transfer. Rozier discussed  
19 this in her demand for payment for Claim No. 5632 (paragraph 9) The Court was silent on MERS;  
20



1 However, if the Court is ruling that the 2009 transfer from Westwood Associates was legal, that  
2 is a de facto ruling that the 2008 transfer involving MERS was not. As Debtor(s) were allegedly  
3 involved in both transfers and they can not both be entirely legal, the Debtors were involved in  
4 at least one illegal transfer. The Court failed to rule on the matter.

5 The Court could not have properly ruled without the interim ruling, so Claimant  
6 respectfully requests the Court clarify how both the March 2008 transfer of rights from  
7 Westwood Associates and the April 2009 transfer of rights from Westwood Associates can both  
8 be legal. Claimant also alleged that Westwood Associates was not a legal entity in the State of  
9 California and Debtors did not refute that allegation or provide evidence that Westwood  
10 Associates ever existed. In short, the Debtors' claims were woefully inadequate when weighed  
11 against Claimant's evidence. Absent bias and free from mistakes, the Court should rule  
12 differently.

13 Given the misspelling of MERS on official documents, the Court's willingness to ignore the  
14 misspelling of my name [see EXHIBIT 7], and Debtor's agent's latest arrogance in attempting to  
15 force me to accept legal documents sent to the fake identity (See EXHIBIT 2), Claimant is afraid  
16 that her identity has been stolen<sup>19</sup>. Claimant has filed a formal complaint with the F.B.I. accusing  
17 this Court of being complicit with the theft of her identity.

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18 <sup>19</sup> Claimant has filed a formal complaint with the F.B.I. accusing this Court of being complicit with the theft of  
19 her identity due to the Court's silence on her name being misspelled on legal documents, i.e. the Court  
20 ignoring her pleas.

1 As the Court showed that Westwood stopped having an interest in the property in March  
2 2008, Bank of America received no interest. One simply can not transfer that which one has  
3 already given away. However, if BOA in fact did somehow get an interest in the property, they  
4 transferred that interest to U.S. Bank in January 2012 and ceased having an interest in the  
5 property as of that date. Bank of America had no legal interest in the property on September  
6 2012 if it had any legal interest at all, so the September 2012 foreclosure was clearly in err. The  
7 Court incorrectly relied on the March 2013 document filed "in error" by Deanna Horst. The Court  
8 did not punish Horst for her 'mistake' but is instead punishing Rosier for Horst's mistake, as well  
9 as the Debtor's errors, whether through negligence or malice. The Court clearly erred in relying on  
10 the wrong document and since the decision was based on the documentation being correct, now  
11 that the Court sees the documentation was incorrect, the Court must, as a matter of law and  
12 equity, reverse its order. What the Court must not do is change the rules so that it can apply a  
13 new test favorable to Debtors<sup>20</sup>. Therefore, Claimant respectfully request the Court reconsider its  
14 ruling and **OVERRULE** the Trust's objections.

12  
13 *6. Slander of Title*

14 Claimant did not sue Debtors for this violation in her TAC as a separate count. For the  
15 reasons discussed above inclusively, Claimant respectfully disagrees with the Court and request

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16 <sup>20</sup> Professor Richard Zeckhauser of Harvard University taught the "**Seven Sins of a Dissertation**" to first year  
17 doctoral students, including Claimant when she was in the program. According to him – and he is one of the  
18 most cited authors in Harvard University's history if not the most cited, the worst sin is to assume the answer  
19 and then try to force the data to fit the answer sought. Should the Court change the rules now that it knows  
20 it relied on the wrong documentation, the Court would be guilty of this sin.

1 clarification on "MERS" as requested above. Also, as Rozier has incurred expenses in litigating as  
2 a result of the notices, Rozier has suffered financial harm, including the value of her time.  
3 Therefore, Claimant respectfully request the Court reconsider its ruling and **OVERRULE** the  
4 Trust's objections.

5 **7. Negligence**

6 Claimant did not sue Debtors for this violation in her TAC as a separate count. For the  
7 reasons discussed above, Claimant respectfully disagrees with the Court. The gravamen of the  
8 Court's opinion is that Rozier defaulted in 2007 due to a financial hardship, contacted Debtor for  
9 a workout plan, and then failed to follow-through on her payments. However, between  
10 November 2007 – March 2008 Rozier was financially able to meet her payments. Additionally,  
11 Rozier earlier provided the court with evidence that she had adequate funds (approximately  
12 \$26,500) in her checking account in March 2008 to cure any alleged default as part of the failed  
13 March 2008 forbearance attempt. Additionally, Rozier provided the Court with evidence that  
14 GMACM signed an agreement the end of March 2008 where Debtor conceded that it was  
15 negligent and that Rozier had not committed default. **Rozier provided the Court with the 2008**  
16 **forbearance agreement signed by Debtor and the Court ignored Rozier's evidence, instead**  
17 **accepting the Horst assertions.** The signed 2008 agreement directly refuted the statements  
18 made by Deanna Horst and objected to by Rozier and shows that GMACM admitted that Rozier  
19 was not in default in 2008 but that it was their shoddy practices causing problems.

20 That admission was signed by a GMACM employee and provided to Claimant by Debtor's  
21 counsel, so the Court showed bias when it ignored that evidence and accepted the contested

1 Horst declaration which was not supported by evidence. Debtors also did not contest the signed  
2 2008 admission of guilt.

3 Also, Debtors rescinded the March 2008 NOD in December 2009 though all civil  
4 communication between parties ceased in October 2008 when Claimant began suing them.  
5 Debtor GMACM and Rozier were not engaged in any negotiations or communication outside of  
6 contentious litigation.

7 Finally, Debtor represented to Claimant that they were servicing a loan and interested in  
8 collecting payments toward a valid debt so they in fact owed her the duties of service and  
9 validating the debt, which they did not, considering the errors discussed above and those  
10 discussed below. Therefore, Claimant respectfully request the Court reconsider its ruling and  
11 **OVERRIDE** the Trust's objections.

12 *8. Defamation of Character*

13 It appears the Court is mixing claims against Debtors agents (Severson and Werson, APC),  
14 the federal Court, and Debtors. Claimant apologizes for the confusion. For the reasons discussed  
15 herein, Claimant respectfully disagrees with the Court as to the default, the foreclosure, and the  
16 effects of the rescission considering WMC's failure to respond to her offer to tender in 20-days as  
17 well as all other matter specifically identified herein. Should the Court conclude that, based on  
18 the new understanding and correcting its error that the foreclosure was wrongful and or there  
19 was no legally declared default, then the Trust's Objections fails. Should the Court conclude that  
20 (1) Rozier properly rescinded the 2005 note and WMC failed to do its job; (2) GMACM/ResCap,

1 once notified, elected to attempt a cover up rather than repair the damage; and (3) the 2012  
2 foreclosure was in err by virtue of the inescapable fact that BOA had no legal interest in the  
3 property, the Court must conclude that Debtors defamed Rozier. Therefore, Claimant  
4 respectfully request the Court reconsider its ruling and **OVERRULE** the Trust's objections.

5 9. Fraud-Based Claims

6 For the reasons discussed herein, Claimant respectfully disagrees with the Court.  
7 Additionally, the Court begins its discussion with the mischaracterization of the size and value of  
8 her home, but never returns to that specific incident. Rozier provided evidence that the Debtor  
9 fraudulently filed documents to the bankruptcy court. Rozier provided the name of the  
10 employee, the date it was filled, the circumstances, how it was used, and the effect the fraud had  
11 on her. Rozier met the burden of proving that GMACM employee Lyons' documents was  
12 fraudulent and filed with the sole purpose of enticing a federal bankruptcy court to grant U.S.  
13 Bank relief which it was otherwise not entitled. Rozier provided evidence that this specific fraud  
14 incident occurred after the conversion to Chapter 7 and therefore, as the Debtor conceded,  
15 Rozier had standing to sue for this specific and proven instance of fraud. Finally, Rozier provided  
16 copies of the fraudulent declarations and explained to the Court how the declarations submitted  
17 under penalty of perjury were fraudulent. That exceeds the requirement.

18 The Court insults Claimant by characterizing her allegations as "too amorphous to satisfy  
19 the requirements of Rule 9(b). Fraud upon the court is fraud, and Debtors, in defrauding the  
20 court with the Mini Ali declaration, caused Rozier harm. Nothing good can come from fraud. A  
21 poisonous tree bears poisonous fruit, and if the underlying transaction contained fraud, it must,

1 as a matter of law, be stricken. Rozier presented the Court with evidence that WMC and or the  
2 broker committed fraud in the origination process. **Irrespective of whether Rozier has standing**  
3 **to sue due to the bankruptcy is irrelevant to the Court's duty to include the underlying fraud in**  
4 **its decision.** Debtors provided Rozier with a copy of her loan file and that file contained several  
5 documents where her signature was clearly forged. [EXHIBIT 87] Claimant accused Debtors or the  
6 predecessors of forgery and provided the Court with evidence that she filed police claims for the  
7 forgery. Claimant was entitled to have the 2005 loan rescinded based on fraud and forgery in  
8 addition to the other fraud claims. Debtors were afraid of this fraud as well as the other  
9 allegations including robo signing (Judy Faber and Nikole Shelton). The Court did not address the  
10 issue of the robo signing either. Rozier alleged this specific fraud and provided specific  
11 information as to how documents robo signed by Faber and Shelton was part of the conspiracy to  
12 commit fraud. Therefore, Claimant respectfully request the Court reconsider its ruling and  
13 **OVERRIDE** the Trust's objections.

14 *10. Cancellation of Voidable Instruments*

15 Claimant did not sue Debtors for this violation in her TAC as a separate count. For the  
16 reasons discussed herein, Claimant respectfully disagrees with the Court. As Claimant argued  
17 above, *in re Ramsey* is not the correct standard because the twenty-day period had passed and  
18 WMC lost its right to tender. The note became unenforceable against Claimant on the 21<sup>st</sup> day as  
19 a matter of law. It was a nullity due to WMC's failure to accept Claimant's tender, not due to  
20 Claimant's failure to tender. Claimant and WMC entered into a new note. It is not Claimant's  
21

1 fault if that note was lost or deliberately destroyed. As the Note is a nullity, the DOT secured by  
2 the Note is unsecured<sup>21</sup>.

3 Additionally, as Claimant has demonstrated, both the 2008 and 2009 assignments of  
4 Westwood's duties can not be valid. At least one is fraudulent. If the 2008 substitution is  
5 fraudulent, then the 2008 NOD is fraudulent. If the 2008 substitution is valid, then the 2009  
6 substitution is fraudulent. Whatever was assigned away from Westwood in 2008 no longer  
7 belonged to Westwood Associates in 2009. The Court must not continue to deny that physical  
8 fact as it has with its erroneous ruling. Therefore, Claimant respectfully request the Court  
reconsider its ruling and **OVERRULE** the Trust's objections.

9 **11. Intentional Infliction of Emotional Distress**

10 The Court completely mischaracterized Claimant's arguments, but for brevity sake, the  
11 Court should understand that Rozier's entire claim for Intentional Infliction of Emotional Distress  
12 was not based solely on a local cop pointing a gun at her<sup>22</sup>. That being written, when Claimant  
13 wrote in her complaint dated Sep 27 2012 (paragraph 236) "**One officer was lying in wait, with  
his gun aimed at Plaintiff's front door as if ready to murder her upon exiting**", that is what

14  
15 <sup>21</sup> Claimant has no desire to encumber the Dahlia Circle property with any note as Debtors behavior was so  
outrageous that Claimant feels no duty to Debtors, its successors, agents, or investors.

16 <sup>22</sup> As a black American living in racist Orange County, California, Rozier is accustomed to cops reaching for  
17 their guns when she walks into the room. Rozier never experienced this phenomenon in Virginia, Maryland,  
18 Pennsylvania, Massachusetts or New York when she lived in those states. In fact, until the Debtors portrayed  
Rozier as a dangerous deadbeat, Rozier had only positive interactions with law enforcement. As soon as the  
19 cops starting working as debt collectors for the crooked banksters, Rozier was suddenly cast as a "danger to  
20 society".

1 Plaintiff meant<sup>23</sup>. Plaintiff also included her explanatory letter to ETS which provided more  
2 information, demonstrating that Plaintiff could see the officer's lying in wait but that the officers  
3 could not see her as she was protected in her home. The officer did not know Claimant could see  
4 him pointing the gun and was hiding in such a position that if Claimant opened her front door  
5 unaware, she would have only seen the friendly cop on her doorstep and not the cop lying in  
6 wait with his gun drawn. Since the Officer could not see Claimant, the officer had no way of  
7 knowing that if his gun were to accidentally discharge, Claimant was directly in his line of fire. In  
8 her letter to Debtor ETS dated October 22, 2012 submitted with her claim, Claimant explained  
9 that the cop was hiding.

10 Among other allegations, Rozier claims that Debtors actions were outrageous because of  
11 the true facts of the case, the true credentials of Rozier, the true facts of the rescission of  
12 Debtor's actions, the true facts of the litigation<sup>24</sup>, and the inescapable fact that Debtors engaged  
13 in illegal, immoral, and unethical behavior every time Rozier attempted to work with them in  
14 good faith.

15 The Court is also mistaken when it claims that Debtor(s) conduct was not outrageous.  
16 Debtor ETS continued to harass Rozier after both the Preliminary Injunction and TRO were issued  
17

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18 <sup>23</sup> Although Claimant has held both the titles of Senior Engineer (Hughes Aircraft) and Senior Scientist  
19 (Raytheon), she is quite literate and actually scores higher on the verbal portion of standardized test than the  
20 quantitative sections, much to her chagrin. English is her first language and Claimant endeavors to write what  
21 she means.

<sup>24</sup> If the Court is stating that fraud, perjured declarations, and wrongful foreclosure are "par for the course",  
then shame on the Court. The citizenry deserve better.



1 barring them from taking ANY action related to foreclosure. Surely the Court must consider eight  
2 blatant violations of a court order outrageous; if not, why do we bother with court orders?  
3 Despite the two court ORDERS, Debtors scheduled sales for the following dates in violation of  
4 both Court Orders:

- 5 - 2/6/2013
- 6 - 2/22/2013
- 7 - 3/1/2013
- 8 - 3/13/2013
- 9 - 4/1/2013
- 10 - 4/2/2013
- 11 - 4/9/2013
- 12 - 4/25/2013

13 Each of the notices was mailed to Rozier through the United States Post Office. As Rozier  
14 alleged in her demand for payment, Debtors made Rozier afraid to pick up her mail despite two  
15 Court Orders prohibiting them from taking any action to foreclose. Debtors broke the law,  
16 violated court orders, and abused the postal system. This New York Court, with its order, rules,  
17 *"It doesn't matter."<sup>25</sup>* On eight different occasions, Claimant was forced to defend her property  
18

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19 <sup>25</sup> If NYPD should start killing people SUSPECTED OF breaking financial laws instead of people who try to sell  
20 cigarettes, I doubt if many Americans would take to the streets in protest. Rozier fully intends to appeal this  
21 matter should the Court rule against her but wishes to put this Court on notice that by its behavior in this  
bankruptcy, the Court is showing itself to be a friend of "Too Big To Fail" (TBTF). If the Court rules against  
Rozier based on the merits and issues a CORRECT and REASONABLE finding, then I will be satisfied. Lies,  
omission, and flat out wrong interpretations of law are not meritorious, correct, or reasonable. However, I

1 against sale by taking action including: (1) notifying strangers visiting the property that the sale  
2 was not going forward; (2) faxing the TRO and injunction to Debtors; and (3) ATTENDING the sale  
3 to ensure that Debtors did not illegally attempt to sell property. On 2/6/2013 Debtors indeed did  
4 attempt to sell the property in violation of the court orders. Claimant grabbed the biggest  
5 Orange County Sheriff's Deputy she could find, showed him the court orders, and the Trustee  
6 upon realizing what was happening, pulled the subject property from auction.

7 Debtors repeated violation of the court's orders were egregious and outrageous and clearly  
8 meant to annoy, harass, vex, or intimidate Claimant. Wherefore, Claimant respectfully requests  
9 the court switch positions. The Court is using the wrong test when deciding whether I am entitled  
10 to damages for Debtor's outrageous conduct. The court is treating me as an uneducated white  
11 woman as opposed to a genius black woman and the Court has no legal grounds to do so.

12 In *Ragland vs. U.S. Bank*, Pam Ragland was awarded damages for intentional infliction of  
13 emotional distress due to the emotional trauma caused by her home being sold one day early.  
14 Ragland did not dispute the lender's right to sell her home, but that the lender **violated the**  
15 **process**. Ms. Ragland is an accomplished and lovely lady, but she is no genius. She has no  
16 undergraduate degree or advanced education. She lives in "the real world" as opposed to "in her  
17 mind" as most genius does. For Ragland, a real injury hurts more than a perceived injury. For a

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18 will not allow the Court to lie, **PUBLISH** false facts about me, or commit treason. I don't want the court for my  
19 enemy, but if the Court is going to **act** like an enemy instead being **UNBIASED**, then the Court leaves me with  
20 little choices.

1 genius, perception is reality so the mere fact that Debtors continued to engage in their wrongful  
2 behavior knowing of Claimant's high IQ and credentials demonstrates that it was intentional.

3 Claimant is African American and was placed into a predatory loan by WMC Mortgage, who  
4 later admitted to discriminatory lending practices<sup>26</sup>. Claimant was never compensated for being  
5 discriminated against, and the Court is allowing Debtors and its successors to profit from that  
6 racial discrimination, a violation of Claimant's Civil and Constitutional rights to not be  
7 discriminated against due to race and gender. Claimant did allege racial discrimination in the  
8 underwriting process and while the Court is correct that the event occurred pre-petition, the  
9 Court failed to address the issue of poisonous fruit.

10 Mary McCulley was awarded \$5,000,000 in punitive damages in *McCulley vs. U.S. Bank*  
11 after the trial court accepted that her **loan products had been switched**. Here, McCulley was led  
12 to believe she was entering into one loan but the lender later switched the loan products. Ms.  
13 McCulley is also a lovely lady. She is a professional photographer but also no genius. She lives in  
14 the real world so a real injury for her is more harmful than a perceived injury. To my knowledge,  
15 she has no formal college education. In Rozier's case, Rozier alleges the loans have been  
16 switched AND that the 2005 loan contained fraud, forgery and was predatory. As a matter of law,  
17 Rozier had the right to rescind that loan and the Court is incorrect when it cites in re Ramsey as  
18 discussed above.

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19  
20  
21  
<sup>26</sup> As is customary with class action suits, all parties were not notified. I was not made aware of the class  
action suit or my legal standing to recover until AFTER it was too late to join the suit.

1. Claimant is an educated black woman and her accomplishments are verifiable. As such,  
2 any amount of "messaging with her mind" must be dealt with more severely than if the Debtors  
3 had caused her bodily harm. Rozier's mind is priceless. The Navy did not select her as their Chief  
4 Missile Engineer because they needed her body. Rozier was selected for her mind, and the  
5 Debtors, agents successors and predecessors, each of them, have unfairly taken up her  
6 thoughts over the past eight years causing her extreme emotional anguish and often causing her  
7 to question whether the truth really matter. Rozier's flag flies upside down because she is  
8 convinced that there is no America for her. In 2004 Rozier stood on a Navy facility and  
9 encouraged her co-workers to "Help Make America What it Ought To Be". [Attachment (1)].  
10 Now thanks to Debtors, Rozier no longer cares. In fact, Rozier is rooting for the demise of  
11 America so perhaps, a country not founded on hatred of people who look like her can be formed.

***Loss of county: If that is not extreme emotional damage, what is?***

11 Lastly and certainly of much importance to Claimant, she has always referred to herself  
12 as "Karen Michele Rozier" The court has decided to refer to Claimant as "Karen Rozier" as though  
13 Claimant's true identity is in question. Debtors continue to refer to Claimant as "Karen Michelle  
14 Rozier", using a variant of her middle name which Claimant has never authorized. Yaron Shaham,  
15 someone Claimant has accused of being a liar and of unprofessional behavior, has convinced the  
16 Orange County District Attorney that Claimant has used the name "Karen Michelle Rozier". It is  
17 as if Karen Michelle Rozier and Karen Michele are the same person. For that reason, Claimant  
18 filed an official F.B.I. report accusing everyone including this Court of being complicit in the theft  
19 of her identity. Claimant is Karen Michele Rozier and worked her black female butt off to become  
20 a first generation college graduate, a Harvard graduate and a Navy rocket scientist. No one,

1 including Court staff, is allowed to steal Claimant's identity and pretend she is the unknown party  
2 Karen Michelle Rozier. All of the lies are related and everyone trying to profit off any part of the  
3 lie is as guilty as if they told the entire lie. As such, Claimant is entitled to a written answer as to  
4 her identity **-Is she Karen Michele Rozier, or has Debtors' fraud succeeded in changing**  
5 **her into a party named Karen Michelle Rozier?** She prays the Court concludes she is Karen  
6 Michele Rozier and not liable for anything related to the unknown party Karen Michelle Rozier.  
7 Karen Debtors' agent did **not** serve the Court's order on Karen Michele Rozier, Karen Rozier, or  
8 Karen M. Rozier. They did not. Instead, they served it on Karen Michelle Rozier at Claimant's  
9 home, attempting to force Claimant to accept the fraudulent identity they created. [EXHIBIT 7]  
10 Debtors added insult to injury. Rozier accused Debtors or their successors of creating this false  
11 identify in 2008 and Debtor has never produced one shred of evidence that Claimant, Karen  
12 Michele Rozier has **EVER** used the alias "Karen Michelle Rozier", and they can not. Except for  
13 Debtor's fraudulent documentation and instances of Debtor's counsel Yaron Shaham convincing  
14 the Orange County District Attorney to name Claimant as "Karen Michelle Rozier" in his  
15 unprofessional attack on her, Debtors can not because Claimant has NEVER misspelled or  
16 allowed anyone to misspell her name in her presence. Clearly the Notary committed fraud when  
17 he claimed Claimant signed the document. It is entirely plausible that Debtors created the  
18 documentation after-the-fact and in their sloppiness, did not catch their error. That is illegal.  
19 Claimant is not Karen Michelle Rozier and for this court to sanction the theft of her identity is  
20 unconscionable. The Court was completely silent on this critical matter and Claimant is entitled  
21 to a written ruling on this specific allegation of fraud (EXHIBIT 7).

1 For the reasons discussed herein, Claimant respectfully disagrees with the Court. Should the  
2 Court conclude it ruled in err with respect to its ruling on the rescission, foreclosure and fraud,  
3 the Court must consider the emotional harm Claimant experienced. Right now Claimant is  
4 suffering from the knowledge that the Court relied on the wrong documentation and ignored all  
5 evidence favorable to her specific case and in her opinion, for unconscionable reasons. Either Ms.  
6 Horst was very shrewd with her mistake, knowing that the Court was overburdened and would  
7 rely on the mistake despite Claimant's opposition or the Court is complicit in the fraud. In the  
8 former case, the Court should be embarrassed; in the latter, it should be disbanded. In any event,  
9 Claimant was harmed. Therefore, Claimant respectfully request the Court reconsider its ruling  
10 and **OVERRULE** the Trust's objections.

11  
12 *12. The UCL*

13 The Court writes "*The Objection is **OVERRULED** with respect to her UCL claim.*" That means  
14 that Claimant is entitled to recover for her UCL claim. **Claimant demands the entire amount.**  
15 If instead the Court wishes to admit that it made a mistake, Claimant request the Court consider  
16 it made other mistakes as described herein and grant Claimant's request for reconsideration. At  
17 a minimum, Claimant reserves the right to challenge the court should it decide to simply change  
18 the last ruling in Debtor's favor with no reasonable explanation as to how such an error could  
19 occur. To be clear, if the Court decides that, in the face of all evidence that its only mistake was  
20 in overruling the UCL claim when it meant to sustain it, Rozier will appeal.

21 **C. CONCLUSION**

1 Claimant disagrees with the Court's conclusion and respectfully request the Court reconsider and  
2 reverse its conclusions based on the true facts of the case, the correct documents, and black letter law.

3 **D. CLAIMANT'S CONCLUSION**

4 The Court overruled one Objection, thereby allowing Claimant to proceed with this demand for  
5 immediate payment. Should the Court chose to modify its order to sustain the Debtor's objection,  
6 Claimant has establish extraordinary circumstances warranting reconsideration of the entire Opinion  
7 including but not limited to (1) the court relying on the wrong date of transfer to US Bank; (2) applying *in*  
8 *re Ramsey* when the 20-day period had already passed for WMC to collect the tender offered, thus  
9 making the Dec 2005 note a nullity; (3) the incontrovertible fact that if Westwood Associates was  
10 replaced by ETS in 2008, then it could not have transfer anything to BOA in 2009; (4) the identity theft.  
11 These are extraordinary circumstances warranting reconsideration of the Opinion. *See In re Enron*  
12 *Corp.*, 325 B.R. 363, 369 (Bankr. S.D.N.Y. 2006) (holding that for purposes of determining a  
13 reconsideration motion, "an error in legal interpretation does not constitute 'extraordinary  
14 circumstances'").

15 Rozier has shown that this Court has made multiple fatal errors, all in favor of Debtors. Rozier  
16 has shown that this Court has made multiple serious omissions of fact, all evidence favorable to Rozier.  
17 Rozier has shown that this Court has included several false and immaterial items, all items which portray  
18 Rozier most unfavorably. In short, Rozier believes she has demonstrated this court assisted the Debtors  
19 instead of being unbiased. As Rozier has been in bankruptcy and the Court did not assist her when she  
20

1 was a Debtor but again assisted the bank<sup>27</sup>, Rozier can only conclude (with her Harvard doctoral trained  
2 mind), that the Court is biased for the banks and against the homeowners.

3 As set forth above, Claimant has demonstrated that the Court erred with respect to its ruling.  
4 Since the decision of the Court's Opinion was that the foreclosure was correct was based on its belief  
5 that the March 13, 2013 recorded assignment submitted by Horst, objected to by Claimant, and  
6 subsequently retracted by Horst was valid, the Court erred. If the Court corrects the mistakes identified  
7 above, the Court must, as a matter of law, rule the 2012 foreclosure was wrong and **OVERRULE** the  
Trust's objections and **GRANT** Claimant's Motion to Strikes and Request for Payment.

8 **E. CLAIMANT'S PRAYER FOR RELIEF**

9 **WHEREFORE**, Claimant prays that the Court **OVERRULE** the Trust's objections and **GRANT** Claimant's  
10 Motion to Strikes and Request for Payment.

11 Dated: January 22, 2015

Respectfully submitted under penalty of perjury,

12 /S/ Karen M. Rozier

Karen Michele Rozier

13 \_\_\_\_\_  
14 <sup>27</sup> To remind this court, the former head Bank of America's bankruptcy litigation department, Catherine Bauer, is a  
15 federal bankruptcy judge in California. Judge Bauer is the judge who granted Debtors relief from stay based on the  
16 false declaration of Debtor GMACM employee, Joseph Lyons. That order is under appeal, waiting for a ruling as to  
17 the fraud upon the court used to obtain relief. Prior to taking the bench, Catherine Bauer was part of the Task  
18 Force that worked on changing bankruptcy laws to make it easier to banks to obtain relief from stay. Rozier  
19 included a copy of Judge Bauer's curricula vitae in an earlier pleading in the appeal. Shortly thereafter, Judge  
20 Bauer's and other judges employment history was completely scrubbed from the internet. In the Rozier  
21 bankruptcy, Judge Bauer admitted in her own words that she had **not** read Rozier's brief and would **not** consider  
Rozier's arguments. The BAP, in its opinion under appeal, wrote that Judge Bauer read and considered Rozier's  
arguments, directly contradicting her admission. Rozier can not trust the New York bankruptcy court any further  
than its ruling merits based on her limited experience with the courts.



MEMORANDUM OF POINTS AND AUTHORITIES

1. Rule 9023 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") incorporates Rule 59 of the Federal Rules of Civil Procedure (the "FRCP"), which regulates motions for amendment of a judgment. *See* FED. R. BANKR. P. 9023; FED R. CIV. P. 59. Additionally, Bankruptcy Rule 9024 incorporates FRCP Rule 60, which establishes the grounds for granting relief from a final order. *See* FED. R. BANKR. P. 9023; FED R. CIV. P. 60. FRCP 60 provides that a court may grant relief from an order for a clerical mistake or for "mistake, inadvertence, surprise, excusable neglect," newly-discovered evidence, fraud, misrepresentation, misconduct, where the order is void or has been satisfied, released, or discharged or "is no longer equitable, or for any other reason that justifies relief" from the order. FED. R. CIV. P. 60(a)-(b).
2. A reconsidered claim may be allowed according to the equities of the case. Motions for reconsideration are reviewed under Federal Rule of Civil Procedure 59 which is made applicable to bankruptcy proceedings pursuant to Federal Rule of Bankruptcy Procedure 9023. In relevant part, Rule 59 allows a party to seek an order altering or amending a judgment within 28 days of the issuance of the judgment. *See* Fed. R. Civ. P. 59(b). Under Rule 9023, "reconsideration is proper "to correct a clear error of law or prevent manifest injustice." *Munafo v. Metro Transp. Auth.*, 381 F.3d 99, 105 (2d Cir. 2004) (internal citations omitted).
3. Rozier is *pro se* so this Motion should be held "to less stringent standards than formal pleadings drafted by lawyers." *Haines v. Kerner*, 404 U.S. 519, 520 (1972).
4. A Court must "assum[e] all well-pleaded, nonconclusory factual allegations in the complaint to be true" (citing *Ashcroft v. Iqbal*, 556 U.S. at 678).

- 1 5. California law is quite clear about the lender waiving his right to tender by failing to respond  
2 after 20-days. Rozier provided this section of code to the court earlier<sup>28</sup>.
- 3 6. Federal law is also clear. The applicable part of 11 U.S.C. SEC 1635(b)]. **(b) Return of money or**  
4 **property following rescission** When an obligor exercises his right to rescind under subsection (a)  
5 of this section, he is not liable for any finance or other charge, and any security interest given by  
6 the obligor, including any such interest arising by operation of law, becomes void upon such a  
7 rescission. Within 20 days after receipt of a notice of rescission, the creditor shall return to the  
8 obligor any money or property given as earnest money, down payment, or otherwise, and shall  
9 take any action necessary or appropriate to reflect the termination of any security interest  
10 created under the transaction. If the creditor has delivered any property to the obligor, the  
11 obligor may retain possession of it. Upon the performance of the creditor's obligations under  
12 this section, the obligor shall tender the property to the creditor, except that if return of the  
13 property in kind would be impracticable or inequitable, the obligor shall tender its reasonable  
14 value. Tender shall be made at the location of the property or at the residence of the obligor, at  
15 the option of the obligor. **If the creditor does not take possession of the property within 20**  
16 **days after tender by the obligor, ownership of the property vests in the obligor without**  
17 **obligation on his part to pay for it.** The procedures prescribed by this subsection shall apply  
18 except when otherwise ordered by a court. [emphasis added] Under section (d) modification  
19 and waiver is only allowed under certain cases. This transaction did not meet the case as Rozier  
20 was not a hardship case in 2006.

---

21 <sup>28</sup> Claimant apologizes for not being able to cross reference this request. Claimant's computer crashed on Friday  
January 2, 2014. Claimant is without a computer.

1 7. 11 U.S.C. SEC 1635 (d) **Modification and waiver of rights:** The Bureau may, if it finds that  
2 such action is necessary in order to permit homeowners to meet bona fide personal  
3 financial emergencies, prescribe regulations authorizing the modification or waiver of  
4 any rights created under this section to the extent and under the circumstances set  
5 forth in those regulations. As Rozier's records that were used by WMC indicates (**EXHIBIT 5**),  
6 Rozier had disposable income after the scheduled mortgage payment. Hers was no hardship  
7 case and had it not been for Debtor's wrongful acts which diverted her attention, she would  
8 have continued to earn income.

8 8. 11 U.S.C. SEC 1635 (g) **Additional relief:** In any action in which it is determined that a  
9 creditor has violated this section, in addition to rescission the court may award relief  
10 under section 1640 of this title for violations of this subchapter not relating to the right  
11 to rescind.

11 9. Under Section 1640, Rozier was eligible to recover for actual damages, costs, the costs to  
12 litigate, the costs to correct, and in instances where the creditor is deemed to show a pattern of  
13 abuse, additional recoveries for each instance. As Debtors claim they succeed in interest, they  
14 are liable for their repeated failure to acknowledge that Rozier correctly rescinded the Dec 2005  
15 note, that WMC failed to accept tender within 20 days thus making the note a nullity, and that  
16 United States Code prohibited and waiver of rescission rights except in cases of hardship. All of  
17 this was disclosed to WMC in May 2006, which is why we signed a new note in June 2006. For  
18 the Court to conclude that it is not plausible that GE Money elected to follow the law in June  
19 2006 based on the false and perjured declarations of Horst and Shaham is obscene.  
20

1 10. Fraud upon the court is so severe that like murder, there is no statue of limitations on  
2 prosecuting that crime and reversing everything was that obtained through fraud upon the  
3 court. Fraud eviscerates everything.

4 Dated: January 22, 2015

Respectfully submitted under penalty of perjury,

5 /S/ Karen M. Rozier  
Karen Michele Rozier